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5 Plaintiff in Pro Per

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6 UNITED STATES DISTRICT COURT  
7 CENTRAL DISTRICT OF CALIFORNIA

8 ARTIS-RAY: CASH, JR.,

9 CASE NO.: CV25-663-A3 (PDX)

10 Plaintiff,

11 vs.

12 CONVERGENT OUTSOURCING,  
13 INC.,

14 Defendant.

15  
16 COMPLAINT FOR DAMAGES  
17 AND INJUNCTIVE RELIEF

18 Artis-Ray: Cash Jr., ("Plaintiff"), by and through pro se, files this Complaint against Defendant  
19 Convergent Outsourcing, Inc. ("Defendant"), and alleges as follows:

20 INTRODUCTION

- 21 1. This action arises out of Defendant's failure to adequately secure and safeguard  
22 Plaintiff's personally identifiable information ("PII"), including but not limited to  
23 Plaintiff's name, Social Security number, financial account information, and other  
24 sensitive data.
- 25 2. On or about October 26, 2022, Plaintiff received a Notice of Data Breach from  
26 Defendant, stating that an unauthorized actor had accessed and exfiltrated sensitive  
27 information from Defendant's computer systems during a ransomware attack.
- 28 3. Defendant's failure to implement reasonable cybersecurity measures exposed Plaintiff to  
a significant risk of identity theft, financial harm, and other damages.
4. Plaintiff brings this lawsuit to hold Defendant accountable for its negligence, to seek  
compensation for the damages suffered, and to ensure Defendant takes adequate steps to  
prevent such breaches in the future.

1 **JURISDICTION AND VENUE**

- 2       5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) because the  
 3           amount in controversy exceeds \$75,000, exclusive of interest and costs, and the parties  
 4           are citizens of different states.  
 5       6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendant  
 6           conducts business within the Central District of California and Plaintiff resides in this  
 7           district.

7 **PARTIES**

- 8       7. Plaintiff Artis-Ray: Cash Jr. is a resident of Los Angeles, California, and resides within  
 9           the jurisdiction of this Court.  
 10      8. Defendant Convergent Outsourcing, Inc. is a for-profit corporation organized under the  
 11           laws of the State of Washington, with its principal place of business located at 800 SW  
 12           39th Street, Suite 100, Renton, Washington, 98057. Defendant conducts business  
 13           nationwide, including in California.

13 **FACTUAL ALLEGATIONS**

- 14      9. Defendant provides debt collection services to various industries, including  
 15           telecommunications, utilities, financial services, and more. In the course of its business,  
 16           Defendant collects and stores PII from individuals, including Plaintiff.  
 17      10. On June 17, 2022, Defendant discovered unauthorized access to its computer systems.  
 18           During this incident, cybercriminals deployed ransomware and exfiltrated PII stored on  
 19           Defendant's servers.  
 20      11. Defendant delayed notifying affected individuals, including Plaintiff, until October 26,  
 21           2022, more than four months after the breach occurred. This delay deprived Plaintiff of  
 22           the opportunity to take timely steps to mitigate the harm caused by the breach.  
 23      12. Plaintiff's PII, including their Social Security number and financial account information,  
 24           was accessed, stolen, and remains at risk of misuse.  
 25      13. As a direct and proximate result of Defendant's inadequate data security practices,  
 26           Plaintiff has suffered:  
 27                  • Increased risk of identity theft and fraud;  
 28                  • Emotional distress and anxiety due to the exposure of sensitive information;  
 29                  • Time and effort spent monitoring financial accounts and credit reports;  
 30                  • Loss of privacy and diminished value of their PII.

1 **CLAIMS FOR RELIEF**

2 **COUNT ONE: NEGLIGENCE**

- 3 14. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.
- 4 15. Defendant owed Plaintiff a duty to exercise reasonable care in safeguarding their PII  
5 from unauthorized access or disclosure.
- 6 16. Defendant breached this duty by failing to implement and maintain adequate security  
7 measures to protect Plaintiff's PII, as evidenced by the ransomware attack and data  
8 breach.
- 9 17. Defendant's negligence directly and proximately caused Plaintiff to suffer harm,  
10 including increased risk of identity theft, loss of time, emotional distress, and other  
damages.

11 **COUNT TWO: VIOLATION OF CALIFORNIA CONSUMER PRIVACY ACT (CCPA)**

- 12 18. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.
- 13 19. Under the CCPA (Cal. Civ. Code § 1798.100 et seq.), Defendant had a duty to implement  
14 reasonable security measures to protect consumers' PII.
- 15 20. Defendant failed to comply with the CCPA by allowing unauthorized access to Plaintiff's  
16 PII, failing to implement appropriate safeguards, and failing to notify Plaintiff in a timely  
manner.
- 17 21. As a result of Defendant's violations, Plaintiff is entitled to statutory damages, injunctive  
18 relief, and attorneys' fees under Cal. Civ. Code § 1798.150.

19 **COUNT THREE: BREACH OF IMPLIED CONTRACT**

- 20 22. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.
- 21 23. Plaintiff provided their PII to Defendant with the expectation that it would be adequately  
22 protected.
- 23 24. By collecting and storing Plaintiff's PII, Defendant implicitly agreed to safeguard the  
24 data using reasonable security measures.
- 25 25. Defendant breached this implied contract by failing to implement such measures,  
26 resulting in the unauthorized access and theft of Plaintiff's PII.
- 26 26. As a direct and proximate result of Defendant's breach, Plaintiff suffered damages,  
27 including increased risk of identity theft, emotional distress, and other harm.

1           **PRAAYER FOR RELIEF**

2 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in their favor and  
3 against Defendant as follows:

- 4           1. Awarding compensatory, statutory, and punitive damages in an amount to be determined  
5           at trial;
- 6           2. Granting injunctive relief requiring Defendant to implement and maintain reasonable  
7           security measures to protect PII;
- 8           3. Awarding attorneys' fees, costs, and expenses as permitted by law;
- 9           4. Granting any other relief the Court deems just and proper.

10           **DEMAND FOR JURY TRIAL**

11           Plaintiff demands a trial by jury on all issues so triable.

12           Respectfully submitted,

13  
14           Dated: 01/24/2025

15           By: /s/ Artis Ray Cash Jr  
16           **Artis-Ray: Cash Jr.,**  
17           **Plaintiff In Pro Per**

1 Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my  
2 knowledge, information, and belief that this complaint: (1) is not being presented for an improper  
3 purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;  
4 (2) is supported by existing law or by a non frivolous argument for extending, modifying, or  
5 reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so  
6 identified, will likely have evidentiary support after a reasonable opportunity for further  
7 investigation or discovery; and (4) the complaint otherwise complies with the requirements of  
8 Rule 11.

9 I agree to provide the Clerk's Office with any changes to my address where case-related papers  
10 may be served. I understand that my failure to keep a current address on file with the Clerk's  
11 Office may result in the dismissal of my case.



12 Date: 01/24/2025

13 /s/ Artis Ray Cash Jr

14 Artis-Ray: Cash Jr.

15 Plaintiff in Pro Per

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